

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JOSE MANUEL ARIAS-HERNANDEZ, VINICIO DE JESUS LORA PERALTA, JUNIOR DEJESUS DURAN MATIAS and BOLIVAR DEJESUS BUENO individually and on behalf of those individuals similarly situated,

Plaintiffs,

- against -

THE INTERNATIONAL DELIGHT CAFÉ INC., ALLJB RESTAURANT CORPORATION, ALIDC INC., LAR RESTAURANT CORP., ANTONIA ROLLANDI, MARCELLO ROLLANDI and ANTHONY ANZANO,

Defendants.

Case No. 15-CV-03998 (ADS) (ARL)

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ SEP 14 2018 ★

LONG ISLAND OFFICE

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

ADS
USD
This Settlement Agreement and Mutual Release (the "Agreement") is entered into this Aug 10, ~~day of July~~, 2018 by and between Plaintiffs JOSE MANUEL ARIAS-HERNANDEZ, VINICIO DE JESUS LORA PERALTA, JUNIOR DEJESUS DURAN MATIAS and BOLIVAR DEJESUS BUENO (hereinafter referred to collectively as "Plaintiffs") on the one hand, and Defendants THE INTERNATIONAL DELIGHT CAFÉ INC., ALLJB RESTAURANT CORPORATION, ALIDC INC., LAR RESTAURANT CORP., ANTONIA ROLLANDI, MARCELLO ROLLANDI and ANTHONY ANZANO, (hereinafter referred to as "Defendants") on the other.

RECITALS

WHEREAS, Plaintiffs allege that they worked for Defendants as employees; and

WHEREAS Plaintiffs filed the within action against Defendants in which they have asserted, inter alia, certain claims under the Fair Labor Standards Act and New York Labor Law; and

WHEREAS, Defendants deny Plaintiffs' claims and violation of the Fair Labor Standards Act and New York Labor Law; and

WHEREAS, Plaintiffs and Defendants now desire to compromise and settle all claims or potential claims between them relating in any way whatsoever to Plaintiffs' work for Defendants without the time and expense of further litigation;

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

PAYMENT

1. Defendants shall pay to Plaintiffs, within thirty (30) days of approval of this Agreement by the Court pursuant to Cheeks, the amount of One Hundred Seventy Thousand Dollars (\$170,000.00) payable to Zabell & Associates, PC, as attorneys, by delivery to Christopher K. Collotta, Esq., Zabell & Associates, PC, One Corporate Drive, Suite 103, Bohemia, New York 11716, in full, complete, and final settlement of Plaintiffs' claims or potential claims against Defendants.

RELEASES

2. *Plaintiffs' Release of Defendants:* For, and in consideration of, the payment provided for in Paragraph 1 above, subject to the terms and provisions of this Agreement, and subject to the payment to Plaintiffs and Plaintiffs' counsel of all amounts set forth in Paragraph 1 above, Plaintiffs fully, finally, irrevocably, and forever release and discharge Defendants from any Federal and New York State wage and hour claims

which Plaintiffs have asserted in this action. This includes a release of any and all wage claims or rights Plaintiffs have asserted under federal, state, or local regulation or common law in this action.

3. *Defendants' Release of Plaintiffs*: Defendants agree to release and discharge Plaintiffs from all claims and liabilities that they have, had, or claimed to have had against Plaintiffs in this action through the date of Defendants' execution of this Agreement.

JUDICIAL REVIEW AND DISMISSAL OF THIS ACTION

4. Upon execution of this Agreement by Plaintiffs and Defendants, the parties shall also execute a notice of dismissal with prejudice as to Defendants in the form as attached Exhibit A.

OTHER

5. *No Admission of Wrongdoing*. This Agreement effects a settlement of claims that are disputed. This Agreement is a compromise of a dispute resulting from arms-length negotiations conducted by the parties with the parties' full approval and consent and is entered into for the purpose of avoiding the expense and/or burden of litigation. Payment by a party released is not to be construed as an admission of liability on the part of that party, by whom liability is hereby expressly denied.
6. *Acknowledgement*: Plaintiffs and Defendants acknowledge that they have been fully and fairly represented by counsel in this matter.
7. *Binding on Successors*. This Agreement and the covenants and conditions contained herein shall apply to, and be binding upon or inure to the administrators, executors, legal representatives, heirs, assignees, successors, agents and assigns of the parties hereto.

8. *Construction.* This Agreement shall not be construed against the party preparing it, but shall be construed as if the parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party. This Agreement is to be interpreted, enforced and governed by and under the laws of the State of New York, without giving effect to the conflict-of-laws, rules and principles hereof.
9. *Modification.* This Agreement shall not be modified by either party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the party to be charged therewith.
10. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one agreement to be effective as of the Effective Date. Photocopies or facsimile copies of executed copies of this Agreement may be treated as originals.
11. *Severability.* The parties agree that if any provision of this Agreement should become inconsistent with present or future law having jurisdiction over and otherwise properly governing the subject matter of the provision, such provision shall be deemed to be rescinded or modified in accordance with any such law. In all other respects, the Parties agree that the other provisions of this Agreement shall continue and remain in full force and effect.
12. *Entire Agreement.* This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties

hereto. The parties hereto acknowledge that each party has not executed this Agreement in reliance on any such promise, representation or warranty.

Certification of Translation**Certification of translator.**

I hereby certify that I am fluent in both the English and Spanish Language, and that I am able and competent to translate this agreement from English to Spanish and from Spanish to English. I further certify that I translated this Agreement for the undersigned at the direction of their legal counsel.

Por lo presente certifico que soy fluido tanto en el idioma inglés como en el español y que soy capaz y competente para traducir este acuerdo del inglés al español y del español al inglés. Además, certifico que he traducido este Acuerdo para el suscrito bajo la dirección de su abogado.

By Translator for Plaintiff:	By Translator for Defendants:
By: <u>Jahaira Campos</u> Jahaira Campos	By: _____

This Agreement has been translated for me into my native language of Spanish by the translator identified above. I was presented the option to have this Agreement translated in its entirety in writing, but voluntarily elected to have it translated orally in order to avoid incurring additional costs and fees. This Agreement has been translated to my satisfaction.

Este Acuerdo ha sido traducido para mí en mi idioma nativo de español por el traductor identificado anteriormente. Se me presentó la opción de hacer traducir este Acuerdo en su totalidad por escrito pero elegí voluntariamente que se tradujera oralmente para evitar incurrir en costos y honorarios adicionales. Este Acuerdo ha sido traducido a mi satisfacción.

By: José Manuel Arias-Hernandez
José Manuel Arias-Hernandez

By: Vinicio De Jesus Lora Peralta
Vinicio De Jesus Lora Peralta

By: Junior Dejesus Duran Matias
Junior Dejesus Duran Matias

By: Bolivar Dejesus Bueno
Bolivar Dejesus Bueno

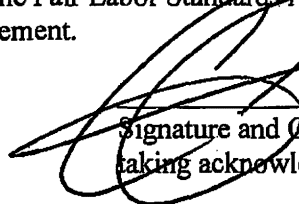
PLAINTIFF JOSE MANUEL ARIAS-HERNANDEZ:

Dated: July 16, 2018


JOSE MANUEL ARIAS-HERNANDEZ

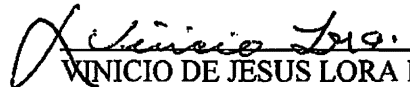
STATE OF NEW YORK)
) ss.:
COUNTY OF Suffolk)

On the 16 day of July, 2018, before me, the undersigned notary, JOSE MANUEL ARIAS-HERNANDEZ personally appeared and proved to me, on the basis of satisfactory evidence, that he is executing this Negotiated Settlement Agreement intending to settle, release and waive his claims under the Fair Labor Standards Act and New York Labor Law against Defendants, as defined in the Agreement.


Signature and Office of individual
taking acknowledgment

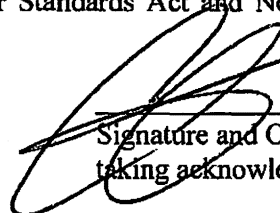
PLAINTIFF VINICIO DE JESUS LORA PERALTA:

Dated: July 13, 2018


VINICIO DE JESUS LORA PERALTA

STATE OF NEW YORK)
) ss.:
COUNTY OF Suffolk)

On the 13 day of July, 2018, before me, the undersigned notary, VINICIO DE JESUS LORA PERALTA personally appeared and proved to me, on the basis of satisfactory evidence, that he is executing this Negotiated Settlement Agreement intending to settle, release and waive his claims under the Fair Labor Standards Act and New York Labor Law against Defendants, as defined in the Agreement.


Signature and Office of individual
taking acknowledgment

PLAINTIFF JUNIOR DEJESUS DURAN MATIAS:

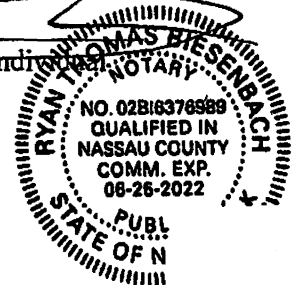
Dated: 7/16, 2018

Junior Duran
JUNIOR DEJESUS DURAN MATIAS

STATE OF NEW YORK)
) ss.:
COUNTY OF Suffolk)

On the 16 day of July, 2018, before me, the undersigned notary, **JUNIOR DEJESUS DURAN MATIAS** personally appeared and proved to me, on the basis of satisfactory evidence, that he is executing this Negotiated Settlement Agreement intending to settle, release and waive his claims under the Fair Labor Standards Act and New York Labor Law against Defendants, as defined in the Agreement.

[Signature]
Signature and Office of individual
taking acknowledgment



PLAINTIFF BOLIVAR DEJESUS BUENO:

Dated: July 16, 2018

Bolivar Bueno
BOLIVAR DEJESUS BUENO

STATE OF NEW YORK)
) ss.:
COUNTY OF Suffolk)

On the 16 day of July, 2018, before me, the undersigned notary, **BOLIVAR DEJESUS BUENO** personally appeared and proved to me, on the basis of satisfactory evidence, that he is executing this Negotiated Settlement Agreement intending to settle, release and waive his claims under the Fair Labor Standards Act and New York Labor Law against Defendants, as defined in the Agreement.

[Signature]
Signature and Office of individual
taking acknowledgment

DEFENDANT:

THE INTERNATIONAL DELIGHT
CAFÉ, INC.

Dated: 8/9, 2018

By:

Title:

DEFENDANT:

ALLJB RESTAURANT
CORPORATION

Dated: 8/9, 2018

By:

Title:

DEFENDANT ANTONIA ROLLANDI:

Dated: 8/9, 2018

ANTONIA ROLLANDI

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 9 day of Aug, 2018, before me, the undersigned notary, ANTONIA ROLANDI personally appeared and proved to me, on the basis of satisfactory evidence, that he is executing this Negotiated Settlement Agreement intending to settle this action based upon the terms defined in the Agreement.

MICHAEL M HADINOWITZ
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02RA4829813
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES AUGUST 31, 2025

2021

Signature and Office of individual
taking acknowledgment

DEFENDANT MARCELLO ROLLANDI:


Dated: 9/10, 2018


MARCELLO ROLLANDI

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 10 day of August, 2018, before me, the undersigned notary, MARCELLO ROLLANDI personally appeared and proved to me, on the basis of satisfactory evidence, that he is executing this Negotiated Settlement Agreement intending to settle this action based upon the terms defined in the Agreement.

MICHAEL M. RADINOWITZ
NOTARY PUBLIC, STATE OF NEW YORK
NO. 026A4829813
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES AUGUST 31, 2025
mm


Signature and Office of individual
taking acknowledgment

Settlement Approved.

Case Closed

SO ORDERED

/s/ Arthur D. Spatt

USDJ

9/14/18

EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

JOSE MANUEL ARIAS-HERNANDEZ, VINICIO
DE JESUS LORA PERALTA, JUNIOR DEJESUS
DURAN MATIAS and BOLIVAR DEJESUS BUENO
individually and on behalf of those individuals similarly
situated,

Plaintiffs,

- against -

THE INTERNATIONAL DELIGHT CAFÉ INC.,
ALLJB RESTAURANT CORPORATION, ALIDC
INC., LAR RESTAURANT CORP., ANTONIA
ROLLANDI, MARCELLO ROLLANDI and
ANTHONY ANZANO,

Defendants.

Case No. 15-CV-03998 (ADS) (ARL)

STIPULATION AND ORDER OF FINAL DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, JOSE MANUEL ARIAS-HERNANDEZ, VINICIO DE JESUS LORA PERALTA, JUNIOR DEJESUS DURAN MATIAS and BOLIVAR DEJESUS BUENO, and Defendants, THE INTERNATIONAL DELIGHT CAFÉ INC., ALLJB RESTAURANT CORPORATION, ANTONIA ROLLANDI, and MARCELLO ROLLANDI, through their respective undersigned counsel, that the above-captioned action be dismissed in its entirety, with prejudice, and with no award of attorneys' fees, costs or disbursements by the Court to any party.

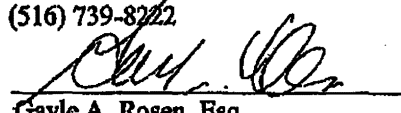
IT IS FURTHER STIPULATED AND AGREED, the Court shall retain jurisdiction over this matter in the event either party defaults in their obligations under the Settlement Agreement.

ZABELL & ASSOCIATES, P.C.
ATTORNEYS FOR PLAINTIFFS
1 Corporate Dr., Suite 103
Bohemia, NY 11716
(631) 589-7242

By: 
Christopher K. Collotta

Dated: 8/13/18

RABINOWITZ, GALINA & ROSEN, ESQS.
ATTORNEYS FOR DEFENDANTS
94 Willis Avenue
Mineola, NY 11501
(516) 739-8222

By: 
Gayle A. Rosen, Esq.

Dated: _____

SO ORDERED on this ____ day of _____, 2018,

U. S. D. C. J.